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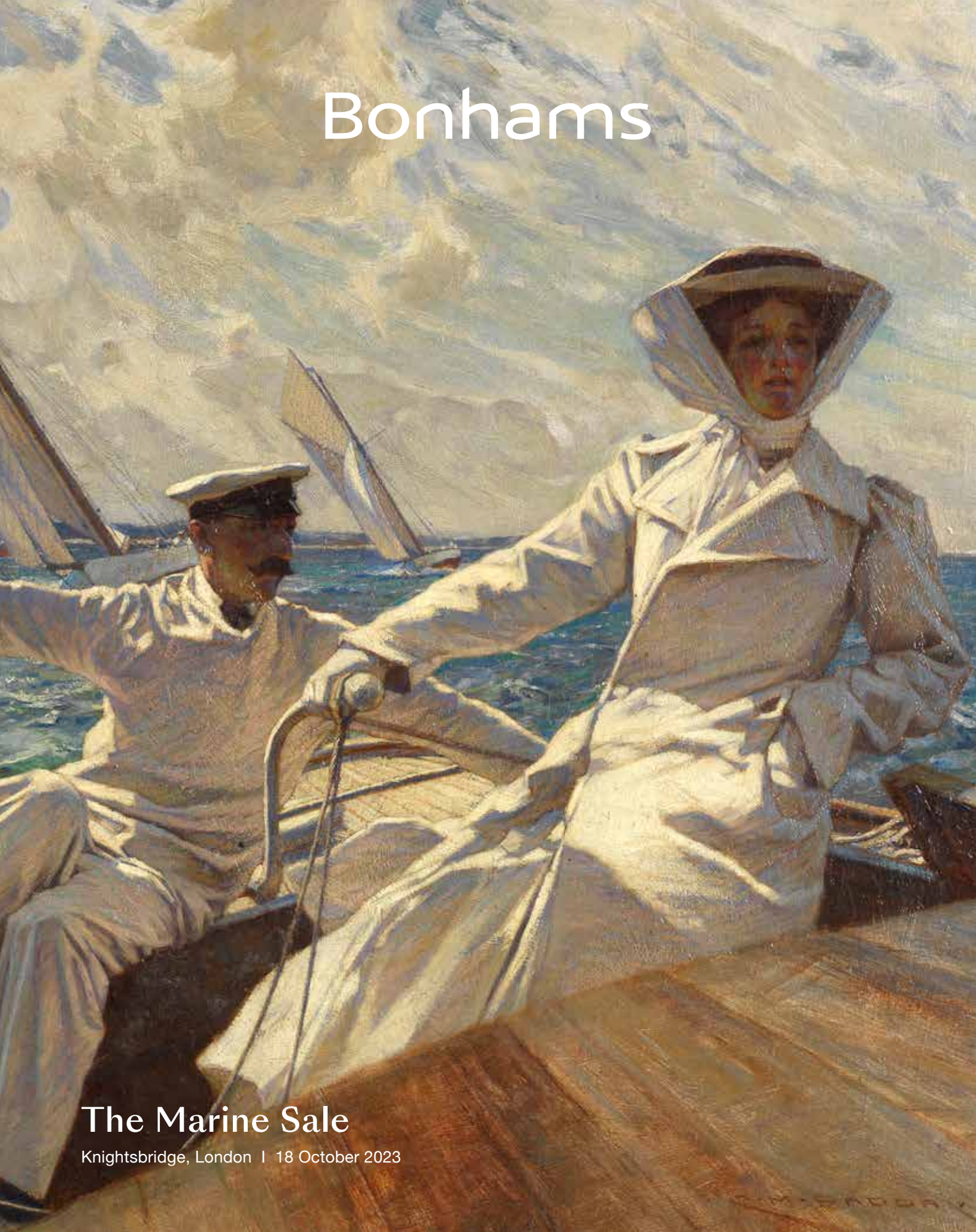

The Marine Sale

Knightsbridge, London I 18 October 2023

27

The Marine Sale

Knightsbridge, London | Wednesday 18 October 2023 at 2pm

BONHAMS

Montpelier Street
Knightsbridge
London SW7 1HH
bonhams.com

SALE NUMBER

28546
Lots 1 - 144

ILLUSTRATIONS

Front cover: lot 77
Inside front cover: lot 102
After front end paper: lot 27
Index: lot 99
Inside back cover: lot 109
Back cover: lot 28

VIEWING

Sunday 15 October, 11am-3pm
Monday 16 October, 9am-5pm
Tuesday 17 October, 9am-5pm
Wednesday 18 October, 9am-12pm

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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked **TP** will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP 9am Thursday 19 October 2023 & will be available for collection from 12pm Friday 20 October 2023 and then every working day between 9.30am and 4.30pm by appointment only

Collections: Strictly by appointment only. A booking email or phone call are required in advance to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting for you written authorisation is required in advance from you and photographic ID of the third party is requested at the time of collection.

Please send a booking email to collections@cadogantate.com or telephone call to +44 (0)208 963 3935 to unsure lots are ready at time of collection.

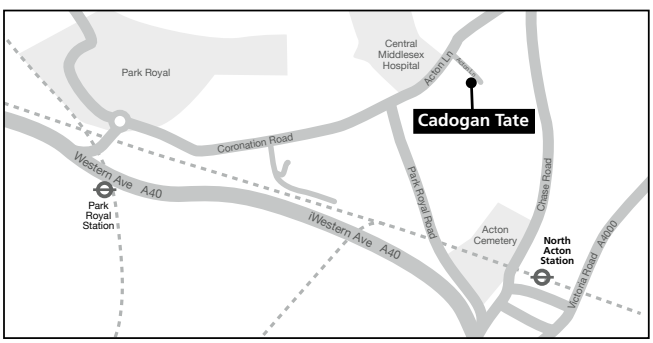
All other sold lots will remain in the Collections room at Bonhams Knightsbridge free of charge until 5.30 Tuesday 31 October 2023 Lots not collected by this time will be returned to the department, storage charges may apply.

Please note that the following Lots are located at Bonhams Oxford (Banbury Road, Shipton-on-Cherwell, Kidlington, Oxford, OX5 1JH):

13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26.

Viewing for these Lots is available by appointment before the 18th October auction date. Buyer Collection from Bonhams Oxford (oxford@bonhams.com) by prior appointment following the auction.

Lots will be free of charge until 5pm Tuesday 31 October. Lots not collected by this time will be charged a daily storage charge of £3 per day per lot + VAT.



STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO CADOGAN TATE

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Storage will be free of charge from & including the sale date Wednesday 18 October 2023.

Charges will apply from 9am Wednesday 1 November 2023

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Large Objects:
£7.00 per day + VAT

(Please note that charges apply every day including weekend & public holidays)

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(Please note: Charges apply every day including weekends and Public Holidays)

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† VAT 20% on hammer price and buyer's premium

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Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

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Payment at time of collection by:
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Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer's Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers?
If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

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1

3

2

4 (both sides)

1

A SHELL-WORK PICTURE 'MR. DURAND CHEVALIER', FRENCH WEST INDIES, 19TH CENTURY,

the framed rectangular picture mounted with geometric designs comprising white, pink, brown, and lilac shells of various forms and sizes, the centre with insignia design surmounted by a crown, the diamond-shaped cartouche reading *Mr. / DURAND. CHE/VALIER DE LA / Lon. D'Hur* [Legion d'Honneur], framed and glazed,
picture 12 1/4in x 10 1/4in (31cm x 26cm)
framed 14in x 12in (35.5cm x 30.5cm)

£800 - 1,200
€930 - 1,400
US$990 - 1,500

2

A SHELL-WORK 'VASE OF FLOWERS' SAILOR'S VALENTINE, LATE 19TH/EARLY 20TH CENTURY,

the single valentine in octagonal mahogany case, mounted with geometric designs comprising white, orange, brown, and lilac shells of various forms and sizes in the design of a vase of flowers, with glazed top and hanging loop to the top,
14in x 13 1/2in (35.5cm x 34.5cm)

£800 - 1,200
€930 - 1,400
US$990 - 1,500

3

PETRUS CORNELIS WEYTS (BELGIAN, 1799-1857) *CAROLINE OF WOODBRIDGE PASSING FLUSHING FOR ANTWERP*, 1846,

reverse painting on glass, inscribed 'P WEYTS' lower right, inscribed 'CAROLINE OF WOODBRIDGE 90 TONS REGESTER CAPT WM CLARKE PASSING FLUSHING THE 13TH OCTOBER 1844. FOR ANTWERP',
27 1/4in x 20 3/4in (69.2cm x 52.7cm)

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

4 Y

A RARE C.H. WOOD WHALE'S TOOTH SCRIMSHAW, AMERICAN OR ENGLISH, DATED 1831,

inscribed *"Engraved by C.H. Wood with a penknife"* and with the inscription *"Ship Eliza"* and *"This tooth was taken from a whale caught in the S.P. Ocean after a desperate chase of 40 mls and the loss of one man Mch 1 1831"*and *"Oil 2400"*, together with an American Eagle emblem, (damaged tip and root, some discolouration)
5 3/4in (14.5cm) long

£500 - 800
€580 - 930
US$620 - 990

C.H. Wood was a well-known decorator of nautilus and cowrie shells working from about 1830 to 1865 in both England and in New York.

For further details of this scrimshander, see Frank, Stuart M., *Dictionary of Scrimshaw Artists*, Mystic Seaport Museum, 1991, p.149.

5

7

8

6

5

A THOMAS ARMSTRONG BRASS TRIPLE RING SEXTANT, ENGLISH, LATE 19TH CENTURY,

signed Thomas Armstrong & Brother, with silver scale and Vernier, magnifier, two sets of coloured filters, in fitted mahogany case with two telescopes,
sextant 6 1/2in (16.5cm) radius
case 5 1/4in x 10in x 9 1/2in (13.5cm x 25.5cm x 24cm)

£300 - 500
€350 - 580
US$370 - 620

6 TP

A KELVIN & HUGHES LTD BRASS BINNACLE COMPASS, BRITISH, EARLY 20TH CENTURY,

the compass card signed Kelvin & Hughes Ltd, Made in Great Britain, the gimbal-mounted compass under domed brass binnacle, with oval glass window and door to the front, and illuminant compartment to one side, on refurbished mahogany column base,
53in (135cm) high x 18in (46cm) wide x 15in (38cm) deep overall

£400 - 600
€470 - 700
US$500 - 750

7

A BAIN & AINSLEY'S SHIP'S COURSE CORRECTOR, ENGLISH, CIRCA 1900,

patent no. 329, no. 646, signed BAIN & AINSLEY'S to the dial, with silvered compass card mounted in brass binnacle, surmounted by double pointer and sighting structure, in mahogany case with lid, printed set of instructions to the underside of lid,
(when erected) 17in x 10 1/2in x 10 1/2in (43cm x 26.5 x 26.5) overall

£300 - 500
€350 - 580
US$370 - 620

8

TWO SHIP'S COMPASSES, ENGLISH, EARLY 20TH CENTURY,

comprising a brass binnacle compass with oil illuminant, *9in x 10in x 8in (23cm x 25.5cm x 20cm)*; and a Kelvin Bottomley & Baird Ltd Captain Chetwynd's Patent binnacle compass in mahogany case,
the largest 10in x 10in x 10in (25.5cm x 25.5cm x 25.5cm)
(2)

£300 - 500
€350 - 580
US$370 - 620

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

9

10

11

9
A CRICHTON & SON BRASS TRIPLE CIRCLE SEXTANT, ENGLISH, LATE 19TH CENTURY,
signed Crichton & Son and B J H Adamson R.N., with silvered scale and vernier, magnifier, two sets of coloured filters and shaped mahogany handle, in fitted mahogany case with two telescopes,
sextant 6in (15cm) radius
case 4 3/4in x 9in x 8 1/2in (12cm x 23cm x 21.5cm)

£400 - 600
€470 - 700
US$500 - 750

Bryan John Huthwaite Adamson was a lieutenant in the Royal Navy who commanded HMS Wasp. On September 10th 1887 he set sail for Singapore and was never seen again.

10
A WALTHAM EIGHT-DAY DECK WATCH, LATE 20TH CENTURY,
The three-tiered teak case with gimballed 2.5 inch signed silvered dial with Arabic numerals subsidiary seconds and state of wind warning aperture, the nickel plated half plate movement with lever escapement,
6in x 6in x 6in (15cm x 15cm x 15cm)

£400 - 600
€470 - 700
US$500 - 750

11
A TROUGHTON BRIDGE-FRAMED SEXTANT, ENGLISH, CIRCA 1820,
signed Troughton London, platinum scale with magnifier and Vernier, in fitted mahogany case with accessories,
8in (20cm) radius
case 13in x 5 1/2in x 11in (33cm x 14cm x 28cm)

£300 - 500
€350 - 580
US$370 - 620

12 TP

A FINE KEITH TOWNSEND 1:20 SCALE MODEL OF THE TWIN SCREW STEAM YACHT *ESPERANCE*, ENGLISH, MODERN,
Built by K.N. Townsend of Cumbria in 2007, to a scale of 1:20, serial number *001*.

The black painted hull with twin brass screws, deck with brass handrails, shaped tiller, helm, deck house with curtaining, navigational lamp, chimney, retractable mast, and pennant; the roof featuring six roof ventilators, with interior cabin and engine room, and decorative whistle to the back of the funnel; the model supported on two brass brackets on green slate base on mahogany baseboard, the whole within brass and Perspex display case.

The base with metal plaque engraved with the maker's signature, and date and history of the vessel: *"Twin Screw Steam Yacht Esperance 1869, the oldest vessel on Lloyds yacht register and first twin screw steam yacht famous as Captain Flint's houseboat in the film Swallows & Amazons. This is a 1/20 Scale K.N. Townsend".*

Inventory includes a remote control, fitted toolbox with accessories, and a file comprising the accompanying certificate of authenticity signed and dated by the maker, and related documents on operating and caring for the model.

the model 21in x 41in x 7in (53cm x 104cm x 18cm)
the case 24 1/2in x 45in x 12in (62cm x 114.5cm x 30.5cm) overall

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

The present model is a fine example by one of the most respected ship scale model makers of the 20th century, Keith Townsend. It also holds the distinction of being the first model of 'Esperance' constructed by Townsend, certified with the number *001*. The careful construction and keen attention to detail are clear throughout the model. The full size vessel 'Esperance' is believed to be the first twin screw steam yacht according to the Lloyds' Yacht Register, and is the oldest boat recorded on the Register ahead of 'Raven'.

The full size vessel was constructed on the Clyde by T.B. Seath & Co to serve the Furness industrialist H.W. Schneider. Due to the all-weather use demanded by her owner at Bowness, the bow of 'Esperance' was heavily raked in order to break through light ice. By the end of the 19th century, ownership of 'Esperance' had changed to that of the Ferry Hotel, which used the vessel to transport guests to the hotel for afternoon tea, or up the lake for services at the nearby Wray church.

In popular culture she is perhaps best known as the beloved houseboat of Captain Flint in Arthur Ransome's 1930 novel *Swallows and Amazons*, with the vessel actually being used in the BBC adaption. In his acclaimed novel, Arthur Ransome describes the vessel as "a long narrow craft with a high raised cabin roof, and a row of glass windows along her side. Her bows were like the bows of an old-time clipper. Her stern was like that of a steamship". In 1941 the 'Esperance' sank in the lake but was salvaged from the water by T.C. Pattinson.

The full size vessel of 'Esperance' is currently in the collection of the renowned Windemere Jetty Museum, and the Victorian façade of the Esperance pier also survives to the present day.

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13

14

13 TP

A WATERLINE MODEL OF THE LIGHT CRUISER *H.M.N.Z.S. ACHILLES*, MODERN,

the painted and carved wood hull with detailed fittings including anchors with deck hand rails, main and secondary armament, search lights, torpedo tubes, bi-plane on catapult with crane, various launches and boats, mounted simulated sea with name plate and contained within glazed wooden display case,
41in (104cm) long overall

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

The HMNZS Achilles was launched in 1931 for the Royal Navy, loaned to New Zealand in 1936 and transferred to the new Royal New Zealand Navy in 1941. She became famous for her part in the Battle of the River Plate, alongside HMS Ajax and HMS Exeter and notable for being the first Royal Navy cruiser to have fire control radar, with the installation of the New Zealand-made SS1 fire-control radar in June 1940.

14 TP

A WATERLINE MODEL OF THE DIDO-CLASS CRUISER *HMS ARGONAUT*, MODERN,

constructed by John R Haynes, with carved and painted hull with lined decks and deck details including anchors, chains and winches, main and secondary armaments, deck rails, detailed superstructure with bridge with binnacle, two compasses with voice pipes, on simulated sea and in glazed wood case,
case 10 1/2in x 38in x 7 3/4in (27cm x 96.5cm x 19.5cm)

£800 - 1,200
€930 - 1,400
US$990 - 1,500

HMS Argonaut was built at the Cammell Laird shipyard, Birkenhead, she was laid down in 1939, launched in September 1941, and formally commissioned into service on 8 August 1942.

She saw service in the Mediterranean in 1942, and was badly damaged on 14 December. After being repaired she took part in Operation Overlord, the Normandy Landings, and Operation Dragoon, the invasion of Southern France, before serving as an escort carrier group flagship.

15 TP

A SCALE MODEL OF A DOCKYARD YACHT, MID-18TH CENTURY,

possibly the yacht Old Portsmouth,
with carved and painted wood hull, ebonised wales, carved catheads and figurehead, deck details including winch with ratchet and belfry, open hatches, covered companionway, poop deck with bench seat, capstan and tiller, supported on two brackets above rectangular stand, in glazed display case,
case 16in x 27in x 10 1/2in (41cm x 69cm x 26cm) overall

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Ex-Lot 155, Charles Miller Ltd Auctions, 2nd November 2021.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

16 TP

A FINE 1:48 SCALE ADMIRALTY BOARD STYLE MODEL OF THE 100-GUN FIRST RATE SHIP *ROYAL GEORGE*, MODERN,
the pinned and hull with ebonised main and secondary wales, finely carved double equestrian figurehead, relief carvings to bulwarks, glazed stern with balustrades and further carving, three brass lanterns, planked decks with cutaway masts, gratings, belfry, well deck with two fitted boats, companionway in wooden display case with glazed cover,
21in x 54in x 15 1/2in (53cm x 137cm x 39.5cm) overall

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Charles Miller Auctions, lot 175 27th April 2021

The third Royal George named by the Royal Navy was laid down as the Royal Ann but was renamed Royal George before before being launched in 1756. She saw action at the battle of Quiberon Bay. This ship, under the flag of Richard Kempenfelt, floundered at Spithead in 1782. The event was commemorated in Cowper's poem "The Loss of the George". Whilst being heeled over to for a cock to be fitted below the waterline, she filled with water and sank very quickly with the loss of about 900 lives.

17

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17 TP

A WATERLINE DIORAMA MODEL OF THE STEAM YACHT *DARWIN*, ENGLISH, EARLY 20TH CENTURY,

the wooden model mounted on simulated sea, deck details including navigational lamps, raised bridge, twin funnels and three masts, in glazed diorama-case,
case 16in x 33in x 8in (41cm x 84cm x 20cm) overall

£400 - 600
€470 - 700
US$500 - 750

18 TP

A 1:48 SCALE MODEL OF THE *H.M.S. LEOPARD*, MODERN,

the well-detailed model with three masts, standing and running rigging, three ships boats on davits, carved female figurehead, deck details including gratings, companionways, two longboats and stovepipe, uncased,
the model 48in high (122cm) x 64in long (163cm) x 23in wide (58.5cm) overall

£800 - 1,200
€930 - 1,400
US$990 - 1,500

19

A CASED SHIPPING DIORAMA, ENGLISH, LATE 19TH CENTURY,

the half block model of a frigate, mounted against painted sky background and on simulated sea with a gaff-rigged pilot boat and a steam tug, sail inscribed *D Pilot 4.*, the diorama in glazed case,
26in x 14in x 4in (66cm x 36cm x 10cm) overall

£600 - 800
€700 - 930
US$750 - 990

20 TP

A SCALE MODEL OF THE BARK *ENDEAVOUR*, MODERN,

the 1:60 scale model of wooden construction, the hull painted white below the waterline, three masts with standing and running rigging, deck details include tiller, gratings, capstan, longboat, and deck cannon, in glazed oak case,
case 29in x 36in x 12in (74cm x 91cm x 30.5cm) overall

£500 - 800
€580 - 930
US$620 - 990

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

21

23

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24

21 TP

A SCALE MODEL OF THE INSECT-CLASS RIVER GUNBOAT *H.M.S. LADYBIRD*, MODERN,
the 1:100 scale model with grey and maroon-painted hull, deck details including brass ventilators, deck guns, twin light boats on davits, gratings and twin funnels, in glazed oak case,
the case 15in x 34in x 10in (38cm x 86cm x 25.5cm) overall

£600 - 800
€700 - 930
US$750 - 990

HMS Ladybird ordered from Lobnitz and launched on 12th April 1916 as the 1st Royal Navy ship to carry the name. After completion 1917 she was deployed in the Mediterranean where she supported army operations and carried out patrol duties. In 1919 she began service on the China Station and joined the Yangtse Flotilla to protect British shipping and British nationals during an emergency. The ship was damaged by Japanese artillery after the Japanese invasion of China in 1938.

22 TP

A SCALE MODEL OF THE PORCUPINE-CLASS POST SHIP *H.M.S. PANDORA*, MODERN,
the planked and pinned hull copper sheathed below the waterline, finely carved figurehead of Pandora, gun ports with brass guns in carriages, planked decks with fittings including carronades on sides, swivel guns, metal anchors with bound wooden stocks, belaying rails with pins, stovepipe, ship's bell under canopy, companionway, bilge pump, capstan, double helm, three cutaway masts, mounted on two turned ebonised wooden supports on stand, uncased,
13in x 32in x 8in (33cm x 81.5cm x 20.3cm) overall

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

HMS Pandora is best known for its role in hunting down the Bounty mutineers in 1790 and was partially successful by capturing 14 of the mutineers, but wrecked on the Great Barrier Reef on the return voyage in 1791.

23 TP

A SCALE MODEL OF THE WHITE STAR LINER *TITANIC*, MODERN,
the painted model with deck details including dereks, lifeboats on davits, bridge, four funnels, ventilators, and three brass-coloured screws, in glazed mahogany case on stand,
the model approx. 71in (180cm)
case 77in (196cm) long and 52in (132cm) high on stand

£800 - 1,200
€930 - 1,400
US$990 - 1,500

24 TP

A MODEL OF THE IRON-HULLED FULLY RIGGED SHIP *LOCH ETIVE*, CIRCA 1910,
constructed by Captain D. Fraser, with carved and painted hull, deck details include hand rails, catheads with anchors, davits, capstan, ships bell, navigation lamps, companion ways, covered hatches, deck houses, ventilators, binnacle, three masts standing and running with furled sails, mounted in glazed oak display case on oak table stand,
63in x 24in x 54 1/2in (160cm x 61cm x 138.5cm) overall on stand

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

25

26

25 TP

A SCALE MODEL OF A GERMAN BATTLESHIP, MODERN,
the maroon and grey-painted hull with three screws, deck details including four turreted main guns, two monoplanes on launching pads, raised bridge with anti-aircraft guns, communication antennae and searchlight, in glazed mahogany case on stand,
case 40in x 56in x 11in (102cm x 142cm x 28cm) overall on stand

£800 - 1,200
€930 - 1,400
US$990 - 1,500

26 TP

A SHIPBUILDER'S MODEL OF THE CARGO SHIP *KINGSWOOD*, ENGLISH, CIRCA 1929,
the grey and maroon painted hull with gilt brass deck details including ventilators, stanchions, hand rails and anchors, raised bridge with binnacle compass, telegraph, semaphore and navigation lamps, the decks with hold covers and cranes and with four like boats on davits, in glazed oak display case,
case 21in x 52in x 16 1/2in (53cm x 132cm x 42cm) overall

£2,500 - 3,500
€2,900 - 4,100
US$3,100 - 4,300

The Kingswood was built by the Northumberland Shipbuilding Co. and launch on the 26th March 1929. Whilst carrying 7400 tons of cotton and ground nuts, the unescorted Kingswood was hit on 17th December 1943 by one of two torpedoes fired by U-515 southwest of Kotonu, Dahomey in the Bight of Benin. The ship was sunk by a coup de grâce at 20.28 hours. The master, 40 crew members and seven gunners landed 10 miles west of Dahomey on the 19 December.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

27 TP

A FINE DONALD MCNARRY WATERLINE SCALE MODEL OF THE *H.M.S. BRITANNIA*, ENGLISH, MID-20TH CENTURY,
the waterline 16'=1" scale model of the 100-gun, first rate three-decker, fully rigged with set of sails, triple galleried stern and three ship's lanterns, displaying the Royal Standard at the main, the Lord High Admiral's flag at the fore, a Union Jack at the Spritsail topmast, a Union flag at the mizzen and the Red Ensign at the stern; mounted on simulated sea together with a small Dutch sprit-rigged fishing vessel off the port bow, in glazed display case with brass plaque engraved *H.H.S. Britannia 1682 scale 16'= 1" By D McNarry*, *case 19in x 31in x 19 1/2in (49cm x 79cm x 49.5cm) overall*

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 19,000

Literature
cf. McNarry, D., *Ship Models in Miniature*, 1975, David & Charles Ltd, description and illustration p.65.

HMS Britannia was built by Phineas Pett II at Chatham Dockyard, and launched on 27 June 1682. On 19 May 1692 she was the allied fleet flagship at the Battle of Barfleur and in 1705 she took on board Charles III of Spain, when on her way to Catalonia. In 1715, Britannia was ordered to be dismantled and rebuilt at Woolwich Dockyard, from where she relaunched on 30 October 1719, again as a 100-gun first rate. Britannia was finally placed on harbour service in 1745, and was broken up in 1749.

28 TP

AN EXCEPTIONALLY FINE AND LARGE NAPOLEONIC PRISONER-OF-WAR BONE MODEL OF VICTORY, ENGLISH/ FRENCH, EARLY 19TH CENTURY,

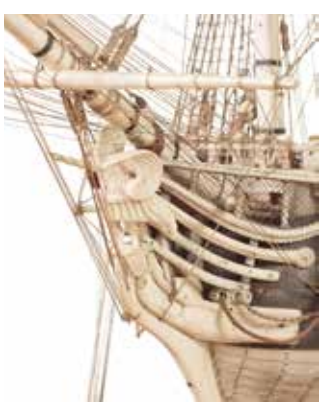
the 20-inch pinned and planked hull with bone whales, well carved warrior figurehead, horse-shoe shaped stern with galleries and carved with decorative standing figures and war trophies; the deck with skylights, belaying rails and pins, water barrels, two ship's bell under canopies, capstan, and companionways; with two long boats and two gun retraction toggles on both sides, on contemporary rectangular marquetry base, in modern glazed case,
the model 27in x 34in x 10in (69cm x 86.5cm x 25.5cm) overall
the case 32in x 39in x 18in (81cm x 99cm x 46cm)

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 74,000

Provenance
The present model was acquired by Joseph Mann (1761-1847) from prisoners-of-war housed in Portchester Castle.
It then passed to his daughter, Ann Mann (1816-98) who married William Masterman Harris (1816-90).
The ownership subsequently passed to Frederick William Harris (1843-1929), then to Cecil Mann Harris (1876-1942), and then to Ian Ernest Cochran Harris (1927-2010).
Thence by descent to the present owner.

Included with this lot is a file containing facsimile copies of an early photograph of the model written in manuscript on the reverse *The Victory made by French Prisoners in Portchester Castle*. Together with copies of the family tree and portrait photographs of Anne Harris, William Masterman Harris, and Frederick William Harris. Portchester Castle was first used to house captured enemy soldiers in 1665, when England was at war with the Netherlands.

The most important period in Portchester's history as a prison was that of the French Revolutionary and Napoleonic wars of 1793–1815. Portchester was one of 12 main prisoner-of-war depots in Britain, and housed up to 8,000 prisoners at any one time. The last prisoners left the castle in May 1814.



29

30

29
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
'Unloading, Port of London'
signed 'F.W. SCARBROUGH' (lower right); inscribed 'UNLOADING/ PORT OF LONDON' (lower left)
watercolour heightened with white
16.5 x 51.4cm (6 1/2 x 20 1/4in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With Mangate Gallery, London, no. L 119.
Private collection, UK.

30
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
Shipping on the Thames with Tower Bridge in the distance
signed 'F.W.SCARBROUGH' (lower right)
watercolour heightened with white
24.2 x 34.3cm (9 1/2 x 13 1/2in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

31

32

31
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
'Wapping Reach, Port of London'
signed 'F.W.SCARBROUGH' (lower right); inscribed 'WAPPING REACH/PORT OF LONDON' (lower left)
watercolour heightened with white
33.4 x 74cm (13 1/8 x 29 1/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
With Rowles Fine Art, London.

32
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
On the Thames with the Tower of London in the distance
signed 'F.W.SCARBROUGH' (lower left)
watercolour heightened with white
24.8 x 34.6cm (9 3/4 x 13 5/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

33

34

33
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
'Unloading, Port of London'
signed and dated 'F.W SCARBROUGH' (lower right), inscribed with title (lower left)
watercolour heightened with white
51.1 x 33.4cm (20 1/8 x 13 1/8in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
Anon Sale. Sotheby's, Billingshurst, 18 July 2001, lot 205.
With Haynes Fine Art, Worcestershire ref no. 7602.
Private collection, UK (acquired from the above in 2002).

34
FREDERICK (FRANK) WILLIAM SCARBROUGH (BRITISH, 1863-1945)
'Upper Pool, London'
signed 'F.W. SCARBROUGH' (lower right); inscribed 'UPPER POOL/LONDON' (lower left)
watercolour heightened with white
32.4 x 24.7cm (12 3/4 x 9 3/4in).

£700 - 1,000
€820 - 1,200
US$870 - 1,200

Provenance
With Abbey Antiques and Art, London, ref. P4214.
Private collection, UK.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

35

35

35
RUBENS ARTHUR MOORE (BRITISH, ACTIVE 1881-CIRCA 1933)
A pair of views on the Thames: One towards St Pauls and another towards Tower Bridge both signed and dated 'Rue.A.Moore 1920' (lower left)
oil on canvas
each 38.1 x 50.9cm (15 x 20 1/16in). (2)

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

36 AR
GORDON ELLIS (BRITISH, 1921-1979)
The *Claughton* and other shipping off Liverpool pier head
signed '-GORDON ELLIS-' (lower right)
oil on board
60 x 91.1cm (23 5/8 x 35 7/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

Provenance
Anon. Sale, Bonhams, 5 December 2007, lot 287.
Private collection, UK.

37 AR
GORDON ELLIS (BRITISH, 1921-1979)
Mersey shipping waiting for the tide; Mersey shipping the deck cargo, a pair
both signed '-GORDON ELLIS-' (lower right)
oil on board
each 32 x 54cm (12 5/8 x 21 1/4in) (2)

£800 - 1,200
€930 - 1,400
US$990 - 1,500

Provenance
With The Boydell Galleries, Liverpool.
Anon. Sale, Bonhams, Chester, 18 March 2004. lot 258
Private collection, UK.

36

37

37

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

38

38
HENRY MELLING (BRITISH, 1808-1879)
A busy shipping scene on the Mersey at New Brighton with a view of the lighthouse and Fort Perch Rock
signed and dated 'Henry Melling/1845' (lower right)
oil on canvas
77.5 x 144.2cm (30 1/2 x 56 3/4in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

Provenance
Wallasey Golf Club Ltd., UK.

Literature
A.S. ('Sam') Davidson, *Marine Art & Liverpool*,Wolverhampton, 1986, p. 133-134.

In his book *Marine Art & Liverpool* Sam Davidson notes:
'Although his compositions were by no means confined to marine topics, mention must be made of this artist who was passionately fond of sailing and played a large part in the founding of the Royal Mersey Yacht Club in 1844. His contribution may be judged by the fact that he served as Honorary Secretary from its inception until the year of his death.'

We would like to thank Peter Davidson for his help in cataloguing this lot.

39
SAMUEL WALTERS (BRITISH, 1811-1882)
The *Jane Prowse* in two positions off the entrance to the Mersey at New Brighton indistinctly inscribed 'Jane Prowse' on the pennant
oil on canvas
69.8 x 107.7cm (27 1/2 x 42 3/8in).

£4,000 - 6,000
€4,700 - 7,000
US$5,000 - 7,400

Provenance
With the Boydell Galleries, Liverpool.
Wallasey Golf Club Ltd., UK.

Exhibited
Merseyside, The Bootle Gallery, *Exhibition of works by Samuel Walters Marine Painter (1811-1882)*, 6 April to 2 May 1959, as 'Jane Prowse approaching New Brighton'.

Literature
A.S. ('Sam') Davidson, *Marine Art & Liverpool*, Wolverhampton, 1986, p. 47
A.S. ('Sam') Davidson, *Samuel Walters Marine Artist*, Coventry, 1992, p. 216 (Appendix 7).

We would like to thank Peter Davidson for his help in cataloguing this picture.

40
SAMUEL WALTERS (BRITISH, 1811-1882)
The New Brighton packet towing a distressed merchantman
signed with initials and indistinctly dated 'S.W./18?' (lower right)
oil on canvas
47 x 66cm (18 1/2 x 26in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Sir Ernest Royden of Hillbark, Frankby.
With Boydell Galleries, Liverpool.
Wallasey Golf Club Ltd., UK.

Exhibited
Merseyside, The Bootle Gallery, *Exhibition of works by Samuel Walters Marine Painter (1811-1882)*, 6 April to 2 May 1959, titled as 'New Brighton Packet'.

Literature
A.S. ('Sam') Davidson, *Marine Art & Liverpool*, Wolverhampton, 1986, p. 47, listed as ''New Brighton' steam packet towing sailing ship, 1835'.
A.S. ('Sam') Davidson, *Samuel Walters - Marine Artist*, Coventry, 1992, p.216 (Appendix 7), listed as 'N.B. Ferry tow 1835'.
Merseyside Maritime Museum, *Illustrated Catalogue of Marine Paintings*, Upton, Wirral, 1999, p. 229.

We would like to thank Peter Davidson for his help in cataloguing this picture.

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39

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41

41
JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)
Dutch shipping on a calm sea off the coast
signed and dated 'J.W.Carmichael/1856' (lower right)
oil on canvas
61.3 x 91.8cm (24 1/8 x 36 1/8in).

£5,000 - 8,000
€5,800 - 9,300
US$6,200 - 9,900

42
ABRAHAM HULK (DUTCH, 1813-1897)
Sailing boats by the shore, a pair
both signed 'A.Hulk' (lower left)
oil on panel
each 17.1 x 25.4cm (6 3/4 x 10in). (2)

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

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42

42

43

44

43
WILLIAM ANSLOW THORNBERY (BRITISH, 1847-1907) ALIAS 'THORNLEY'
Fishing vessels leaving Whitby
signed 'W.Thornley' (lower right)
oil on canvas
40.7 x 61.3cm (16 x 24 1/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

44
WILLIAM ANSLOW THORNBERY (BRITISH, 1847-1907) ALIAS 'THORNLEY'
Fishing boats off Scarborough by moonlight
signed '-THORNLEY-' (lower left)
oil on canvas
35.6 x 30.6cm (14 x 12 1/16in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
With The Clayton Gallery, Newcastle.
Private collection, UK (purchased from the above in 1973).

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

45

45
ADOLPHUS KNELL (BRITISH, ACTIVE 1860-1890)
Ships at anchor in moonlight; Ships at anchor at sunset, a pair
both signed 'Adolphus Knell' (lower right)
oil on board
each 13.4 x 21.3cm (5 1/4 x 8 3/8in). (2)

£800 - 1,200
€930 - 1,400
US$990 - 1,500

45

46
WILLIAM ANSLOW THORNBERY (BRITISH, 1847-1907) ALIAS 'THORNLEY'
Moonlight on the Medway
signed 'LTHORNLEY' (lower right); inscribed 'MOONLIGHT ON THE MEDWAY' (on stretcher)
oil on canvas
25.4 x 41cm (10 x 16 1/8in).

£600 - 800
€700 - 930
US$750 - 990

46

47

48

49

47
GEORGE WEATHERILL (BRITISH, 1810-1890)
Whitby Harbour
signed 'G.Weatherill' (lower left)
watercolour
16.9 x 27.3cm (6 5/8 x 10 3/4in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

48
GEORGE WEATHERILL (BRITISH, 1810-1890)
Sailing off the coast in choppy water
initialled 'G.W.' (lower right)
oil on board
11.5 x 14.9cm (4 1/2 x 5 7/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
Anon. sale, Sotheby's, West Sussex, 27 July 1993, lot 391.

49
ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)
Sailing boats at anchor; A grey day in the Solent; A still morning, a set of three
the first and second both signed and dated 'A.B.Cull.08' (lower left); the third signed and dated 'A.B.Cull.09' (lower left)
watercolour
the first 19.4 x 42.5cm (7 5/8 x 16 3/4in), the second 21.9 x 37.8cm (8 5/8 x 14 7/8in), the third 15.3 x 28.6cm (6 x 11 1/4in).
(3)

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

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50

51

50
ANDREW NICHOLL RHA (IRISH, 1804-1886)
Shipping off Gibraltar
signed 'A.NICHOLL, RHA' (lower right)
watercolour and pencil with scratching out
46 x 71.7cm (18 1/8 x 28 1/4in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
Anon. Sale, London, Christie's, 12 April 1997, lot 121.
Private collection, UK (purchased from the above), thence by descent to current owner.

51
CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
Figures on a breezy shore
signed and dated 'C.N.H/1891' (lower right)
watercolour and bodycolour
25.4 x 39.3cm (10 x 15 1/2in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

Provenance
Anon. sale, Anderson and Garland, Newcastle Upon Tyne, 5 December 1989.
Private collection, UK (purchased from the above sale).

52

53

52
WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)
HMS *Victory* at sunset
signed and dated 'W.L.Wyllie/1928' (lower right)
watercolour with traces of scratching out
47.3 x 32.4cm (18 5/8 x 12 3/4in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Private collection, UK.

53
JOHN WOOD DEANE (BRITISH, 19TH CENTURY)
HMS *Britannia* at anchor
signed and indistinctly dated 'JW Deane 18?' (lower left)
watercolour with scratching out
41.3 x 30.8cm (16 1/4 x 12 1/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

54

55

54
SAMUEL ATKINS (BRITISH, FL.1787-1808)
'A Man of War in a Fresh Gale'
signed 'Atkins' (on floating spar lower left); inscribed with title (verso)
watercolour and pen and ink with scratching out
34.9 x 47.3cm (13 3/4 x 18 5/8in).
unframed

£600 - 800
€700 - 930
US$750 - 990

55
WILLIAM JOY (BRITISH, 1803-1867)
Second rater in the Solent
watercolour with scratching out and traces of pencil
19.7 x 28cm (7 3/4 x 11in).

£600 - 800
€700 - 930
US$750 - 990

56

57

58

56
ATTRIBUTED TO LAI FONG (CHINESE, ACTIVE 1870-1910)
The four masted barque *Trade Winds* in full sail
oil on canvas
45.7 x 59.7cm (18 x 23 1/2in).

£700 - 900
€820 - 1,000
US$870 - 1,100

Provenance
Anon. sale, Bonhams, London, 6 October 2021, lot 58.
Private collection, UK.

57 *
ANGLO-CHINESE SCHOOL, 19TH CENTURY
The *Amphitrite* in full sail
oil on canvas
60.6 x 91.2cm (23 7/8 x 35 7/8in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
With N R Omell Gallery, London.

58 *
PHILIP JOHN OULESS (BRITISH, 1817-1885)
The Jersey brig *Hamon* outward bound from the Channel Islands with an inbound packet steamer off her starboard bow
signed and dated 'P.J. Ouless. 1857' (lower right)
oil on canvas
46 x 66.4cm (18 1/8 x 26 1/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

The merchant brig *Hamon*, 188 tons, was built by (Le) Vesconte & Vautier in their Havre-des-Pas yard at St. Helier in !857 and named for one of her joint owners Hamon & Blampied (Blampied being her first master). After a seemingly short career, she disappears from record after 1859, possibly wrecked but more likely sold and renamed.

59 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
The *Lightning* in calm waters
signed 'MONTAGUE.DAWSON' (lower left), indistinctly inscribed '... Idle Sails "The Lightning" Built 1854 2,096 Tons' (along top stretcher)
oil on canvas
61.2 x 91.7cm (24 1/8 x 36 1/8in).

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 19,000

The *Lightning* was the first of a very famous quartet of 'extreme' clippers to come out of Donald McKay's yards at East Boston, Massachusetts. Built to the order of James Baines & Co. of Liverpool, for their prestigious as well as highly profitable Black Ball Line of Australian packets, she was launched on 3rd January 1854. Registered at 2,084 tons and measuring 226 feet long with a 44 foot beam. *Lightning's* design was unlike any previous large clipper. Primarily a passenger ship, she carried a crew of around 87 and had space for around 370 people in remarkably comfortable accommodation.

On 8th February, under the command of Captain 'Bully' Forbes, *Lightning* left Boston and arrived in Liverpool 13 days later. After her arrival, Captain Forbes continued to lead her to Melbourne, completing the passage in just 77 days. She returned 64 days later carrying eighty-eight passengers and roughly 40,000 ounces of gold. This impressive time helped her beat the record set by the *Red Jacket*. As a result, she became renowned for her speed, completing a series of fast passages throughout her lustrous career, until 1869 when she was sadly destroyed by a fire whilst in Geelong, Victoria.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

60 * AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
'Days of Old'
signed 'MONTAGUE.DAWSON' (lower left)
oil on canvas
51.4 x 61cm (20 1/4 x 24in).

£40,000 - 60,000
€47,000 - 70,000
US$50,000 - 74,000

Provenance
With Frost & Reed Ltd., London, no. 49402 (purchased directly from the artist on 26 October 1972).
Private collection, Ireland (purchased from the above on 15 January 1974).
With Frost & Reed Ltd., London, no. 51452s (repurchased 17 December 1974).
Private collection, US (purchased from the above in May 1975).

61

62

61 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

Off Whitby
signed 'F.H. Mason' (lower left)
watercolour and bodycolour with scratching out and traces of pencil
49.5 x 75cm (19 1/2 x 29 1/2in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

62 AR

BARRY MASON (BRITISH, BORN 1947)

Shipping in the Thames estuary
signed '-Barry Mason-' (lower left)
oil on board
30.2 x 45.4cm (11 7/8 x 17 7/8in).

£600 - 800
€700 - 930
US$750 - 990

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

63

64

63 AR

TIM THOMPSON (BORN HULL, 1951)

Shipping in a calm
signed 'Tim Thompson' (lower right)
oil on canvas
70.8 x 91.4cm (27 7/8 x 36in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

64 AR

NEVILLE SOTHEBY PITCHER (BRITISH, 1889-1959)

'A Break in the Gale'
signed and dated 'N.SOTHEBY PITCHER.30' (lower right); inscribed 'A BREAK IN THE GALE' (lower left)
oil on canvas
61.2 x 74cm (24 1/8 x 29 1/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

65

66

65
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
A fine day
watercolour heightened with white and traces of pencil
24.2 x 33cm (9 1/2 x 13in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With The Fine Art Society, London, November 1943.
With Richard Martin Gallery, Gosport.
With Somerset Fine Art, Shepton Mallet (purchased from the above on 26 June 2004).
Private collection, UK.

66
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
'Weather Main Brace'
signed, titled and dated 'WEATHER MAIN BRACE/A Briscoe./29' (lower right)
pen and ink and watercolour with traces of pencil
49.8 x 34cm (19 5/8 x 13 3/8in).

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

Provenance
With Robert Perera Fine Art Ltd., Lymington.
With Somerset Fine Art, Shepton Mallet (purchased from the above on 18 March 2008).
Private collection, UK.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

67
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
The *Viking* leaving Falmouth
signed and dated 'A Briscoe/38' (lower right)
oil on canvas
71.5 x 92.1cm (28 1/8 x 36 1/4in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
With The Fine Art Society Ltd, London, February 1972, no. L2/14.

68

69

68
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
Sailing barges in a stiff breeze
signed and dated 'A.Briscoe/22' (lower right)
watercolour with scratching out
33.7 x 49.9cm (13 1/4 x 19 5/8in).

£700 - 900
€820 - 1,000
US$870 - 1,100

Provenance
Anon. Sale, Bonhams, Knowle, 14 September 2004, lot 32.
With Robert Perera Fine Art Ltd., Lymington.
With Somerset Fine Art, Shepton Mallet (purchased from the above on 4 June 2005).
Private collection, UK.

69
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
On the moorings
signed and dated 'A.Briscoe/23' (lower right)
watercolour with traces of pencil
24.1 x 34cm (9 1/2 x 13 3/8in).

£500 - 700
€580 - 820
US$620 - 870

Provenance
With Robert Perera Fine Art Ltd., Lymington.
With Somerset Fine Art, Shepton Mallet (purchased from the above on 16 July 2005).
Private collection, UK.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

70

71

70
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
'Storm Canvas'
signed, titled and dated 'A.Briscoe/33/Storm Canvas' (lower right)
watercolour and pencil heightened with white
51.7 x 73.4cm (20 3/8 x 28 7/8in).

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

Provenance
Anon. Sale, Sotheby's, London, 15 June 2000, lot 382.
Anon. Sale, Bonhams, London, 19 February 2008, lot 50.
With Somerset Fine Art, Shepton Mallet (purchased from the above).
Private collection, UK.

71
ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)
'Close Hauled'
signed 'A Briscoe/26' (lower right)
pen and ink and watercolour with traces of pencil
33.3 x 50.1cm (13 1/8 x 19 3/4in).

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

Provenance
With James Connell & Sons, Glasgow.
Anon. Sale, Philips, Edinburgh, 20 October 2001, lot 171.
With Tryon Galleries, London.
With Somerset Fine Art, Shepton Mallet (purchased from the above on 7 June 2005).
Private collection, UK.

72

73

74

72 AR

CHARLES PEARS, RSMA (BRITISH, 1873-1958)

Thames sailing barges at dusk
signed 'CHAS.PEARS' (lower left)
oil on canvas
51.4 x 60.9cm (20 1/4 x 24in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

73 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Fishermen in a moored boat with shipping beyond
signed 'NORMAN WILKINSON' (lower left)
oil on canvas
30.5 x 40.7cm (12 x 16in).
unframed

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

74

BERNARD FINEGAN GRIBBLE, R.B.C. (BRITISH, 1873-1962)

Yachts off a jetty
signed 'B F GRIBBLE' (lower left)
oil on board
30.5 x 40.4cm (12 x 15 7/8in).

£400 - 600
€470 - 700
US$500 - 750

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

75 *

CHARLES EDWARD DIXON (1872-1934)

Yacht racing off Cowes
signed and dated 'Charles Dixon/95' (lower left)
oil on canvas
26 x 36.5cm (10 1/4 x 14 3/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
With John Nevill Gallery, Canterbury.
Private collection, UK (purchased from the above in January 1980), thence by descent to current owner.
Private collection, Netherlands.

75

76

ALFRED HARVEY MOORE (BRITISH, 1843-1905)

'*Satanita* fitting out'
signed and dated 'A Harvey Moore/1896' (lower left); inscribed 'Santanita, fitting out, Dec-95' (verso)
oil on card
19.7 x 34.6cm (7 3/4 x 13 5/8in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
Anon. Sale, Bonhams, London, 5 September 2001, lot 244.
Anon. Sale, Dreweatts, Newbury, 14 October 2015, lot 437 as 'Boat builders working in a harbour'.
Private collection, UK (purchased from the above).

On July 5th 1984, *Satanita* was due to take part in the Mud Hook Regatta in Boston. However, shortly before the race began she collided with and sunk the *Valkyrie*. The damage *Satanita* sustained meant she was unable to race. However, the regatta remained in place and the other participants were able to race without delay.

76

Property of the Late Roger and Jill Hadlee

My father loved competing, especially at tennis, rugby and cricket, but began to realise in his early forties that he was probably past his prime on the sports field. It was on a family holiday in the Isle of Wight that he suddenly discovered a new passion, and one that was to last the rest of his life: sailing.

Within two days he bought a tubby, clinker-built Sea View Dinghy. He jumped aboard, raised the sails, but had no idea how to tack, and almost ended up in Southampton. However, within a week he was an expert. My father threw himself into everything with his whole heart, with complete confidence, commitment and courage, and of course his new-found love dove-tailed perfectly with my parents' marine art gallery in the City (Royal Exchange Art Gallery), and added a new dimension to his collecting.

He graduated from boat to boat, buying a Salcombe Yawl on another holiday in Salcombe, and towing it home behind a VW Polo. He acquired more boats, some just because they were unusual or unloved, and a desolate cottage on the Essex coast with its own little harbour in which to house them. We were out crewing with him in all weathers, my long-suffering mother too, despite her terrible sea sickness. He derived endless delight from the fellowship of sailing, and the faffing and camaraderie, swapping info and anecdotes and tips, and of course the sheer exhilaration of taking a craft to the edge.

He once spent so long sorting a mooring at the cottage in Essex that he suddenly realised the tide was coming in and he was up to his waist in mud. In those days, before mobile phones, he had to wait for a passerby to run home and call the coastguard, who arrived just in the nick of time. In the rescue efforts whilst being winched up from the mud to the helicopter he lost his waders and his clothes from the waist down!

Having become hooked on boats somehow or other my father also became addicted to old cars and when they weren't sailing my parents spent their holidays rallying. My mother was a superb navigator and my father's E-Type was quickly superseded by a 1952 Morgan and then a 1937 Talbot, like an enormous bright green sewing machine, which they took to Jordan, Switzerland and Portugal. This photograph of them in the car epitomises for me their love of life, adventure and each other.

Fiona Courtauld

77 AR

CHARLES MURRAY PADDAY (BRITISH, 1868-1954)
'Nearing the Mark'
signed 'C.M. PADDAY' (lower right)
oil on canvas
47 x 66.4cm (18 1/2 x 26 1/8in).

£30,000 - 50,000
€35,000 - 58,000
US$37,000 - 62,000

Provenance
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

Exhibited
London, Royal Academy, 1910, no. 573 (titled as 'Nearing the Mark').
London, The Office of A.T. Kearney, *Yachts on Canvas - A Private Exhibition at the London Office of A.T. Kearney, Curated by the National Maritime Museum*, 1997.

Literature
Royal Academy Pictures and Sculpture, 1910, p. 107.
James Taylor, *Yachts on Canvas*, London, 1998, illustrated in colour, p. 117 (titled as 'Edwardian Yachts Racing').

The woman at the helm of this yachting scene is believed to be Constance Edwina Grosvenor, also known as Shelagh, Duchess of Westminster (see Fig 1), according to Dr James Taylor (former Curator at the National Maritime Museum, Greenwich) in his book *Yachts on Canvas*. It is easy to see why Taylor makes this connection given the resemblance and that Shelagh was a noted sailor of this period, having won a bronze medal at the 1908 Olympics held at the Royal Victoria Yacht Club in Ryde, Isle of Wight. Shelagh was one of only two women out of 66 competitors to take part in this event, highlighting the rarity of women racing yachts at this time. Taylor also suggests that the navigator could possibly be Major Sir Philip Hunloke who became King George V's sailing master and was Commodore of the Royal Yacht Squadron from 1943 to 1947.

In *Yachts on Canvas*, Taylor goes on to discuss the artist and says: 'In 1910, Charles Murray Padday (c.1870–1954) provided a unique series of illustrations explaining yacht-racing rules for the publication [The Illustrated London News], some of the preparatory designs in monochrome have survived to this day. Padday also painted and drew rare close-up deck scenes that expressed the carefree fun and excitement of small-boat yachting in Edwardian Britain before the outbreak of the First World War in 1914 brought the sport in the country to a complete standstill'.

Charles Murray Padday exhibited fifteen works at the Royal Academy, London and six works at the Royal Society of British Artists. The National Maritime Museum, Greenwich holds two of his pictures. His work rarely appears at auction.

Roger Hadlee of the Royal Exchange Gallery purchased this picture almost fifty years ago and had such a strong attachment to the work that he kept it in his private collection where it hung pride of place at his home. As one of his daughters said 'it seems to sum up all that he loved best, and all the happy times we had on the water as a family'.

Fig 1. Constance Edwina Grosvenor (Shelagh), Duchess of Westminster

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

78

79

78
ERNEST STUART (ACTIVE 1889-1903)
Racing yachts off the Nab lightship
signed 'Ernest Stuart' (lower left)
watercolour heightened with white
48.2 x 73.7cm (19 x 29in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

79 AR
CHARLES MURRAY PADDAY (BRITISH, 1868-1954)
Yacht racing
signed '-C.M.PADDAY-' (lower right)
oil on canvasboard
80.9 x 30.2cm (31 7/8 x 11 7/8in).

£600 - 800
€700 - 930
US$750 - 990

Provenance
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

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80

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
'Life!'
signed with initials and dated 'C.N.H/1913' (lower right); inscribed 'Life!'/C.Napier Hemy./Falmouth/1913' (on canvas verso) and further inscribed 'Finished study for the large oil picture' (on paper laid to the top stretcher)
watercolour and bodycolour on paper laid to canvas
66.4 x 100cm (26 1/8 x 39 3/8in) (image size)

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

Exhibited
Newcastle Upon Tyne, The Laing Art Gallery, *Charles Napier Hemy R.A, 1841-1917*, 11 August - 30 September 1984.
Plymouth, City Art Gallery, *Charles Napier Hemy R.A, 1841-1917*, 20 October - 24 November 1984, no.67, lent by Roger Hadlee.
London, The Office of A.T. Kearney, *Yachts on Canvas - A Private Exhibition at the London Office of A.T. Kearney, Curated by the National Maritime Museum*, 1997.

Literature
James Taylor and Patrick McHugh, *Yachts on Canvas - A Private Exhibition at the London Office of A.T. Kearney, Curated by the National Maritime Museum*, London, 1997, illustrated in colour on p. 48 and discussed on p. 49.
James Taylor, *Yachts on Canvas*, London, 1998, illustrated in colour on pp. 132-133.

Painted in 1913, 'Life!' depicts Hemy's three sons aboard the yacht *Barbara* off Falmouth. The inspiration for the composition is recorded in the artist's notebooks (currently in the collection of the Ashmolean Museum, Oxford):

'...the idea of it came to me one day on board my yacht, the *Van der Meer* off Falmouth. I saw a yacht making for me with three of my sons on board. They had been to a village nearby for a regatta and had been out eight hours. They hailed me and came alongside, made fast and boarded me. They were wet through as it had been blowing hard. They were shivering with cold, tired and exhausted. I soon had them in dry clothing and gave them some hot soup. 'Well' I said 'you are a lot of young fools'. 'Oh, but it has been such fun, we enjoyed ourselves'. To which I replied 'Youth!' But what it is to be young. Some days later I got them to sail past my cabin windows, again and again, whilst I made the studies of the sea. Of these studies there were three chief ones. I then had the boat hauled up to my garden and painted the boat and figures from nature.'

The oil version of this watercolour was exhibited at the Royal Academy in 1913 (no. 163). It was offered many years later at the auction house Woolley & Wallis in Salisbury on 12th October 1999 (lot 200), where it sold for a record price of £110,000 (hammer). Hemy's granddaughter, Margaret Powell, included the oil version in her book *Master of the Sea: Charles Napier Hemy RA, RWS* (Penzance 2004, p. 59, no. 78), in which she notes that the yacht *Barbara* was named after one of Hemy's daughters (the sixth of his ten children) and that the boat featured in many of his paintings including 'Youth' (1903), 'Through Sea and Air' (1910) and 'Life!' (1913).

81

82

81
PETER MONAMY (LONDON 1681-1749)
An eastern capriccio
signed 'P: Monamy .Pinx' (lower left)
oil on canvas
69.9 x 216.6cm (27 1/2 x 85 1/4in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Anon. Sale, Christie's, London, 15 May 1997, lot 330.
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

82
ATTRIBUTED TO RICHARD WRIGHT
A Royal yacht and other shipping in a swell
oil on canvas
62.9 x 76.5cm (24 3/4 x 30 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
The private collection of Roger and Jill Hadlee (of The Royal Exchange Gallery), UK, thence by descent to the current owner.

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OTHER PROPERTIES

83
PETER MONAMY (LONDON 1681-1749)
Colliers lying in the Thames at Deptford and unloading their cargoes for the London market
signed 'P: Monamy: Pinx' (lower left)
oil on canvas
68 x 136.8cm (26 3/4 x 53 7/8in).

£12,000 - 18,000
€14,000 - 21,000
US$15,000 - 22,000

Provenance
Anon. sale, Dreweatts, Berkshire, 15 April 2015, lot 401.
Private collection, UK (purchased from the above).

The highly unusual commercial subject of this work suggests a special commission for the owner of the large collier in the centre of the painting.

84

85

84
ATTRIBUTED TO FRANCIS HOLMAN (BRITISH, 1729-1790)
The East Indiaman *Berrington* in three positions off Dover
oil on canvas
71.1 x 152.1cm (28 x 59 7/8in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

85
FOLLOWER OF LEMUEL FRANCIS ABBOTT (LEICESTERSHIRE CIRCA 1760-1803 LONDON)
Portrait of Admiral Sir Alexander Hood, 1st Viscount Bridport (1726-1814)
oil on canvas
61.9 x 51.1cm (24 3/8 x 20 1/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Admiral Sir Alexander Hood, 1st Viscount of Bridport (1726-1824) was a highly distinguished naval officer whose career began in 1741 and continued well into the Napoleonic Wars as one of the most senior fleet commanders in the Royal Navy.

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86

87

86
THOMAS LUNY (BRITISH, 1759-1837)
Jervis's victory off Cape St Vincent on Valentine's Day 1797
indistinctly signed and dated '1797' (lower left)
oil on canvas
57.1 x 86.7cm (22 1/2 x 34 1/8in).

£4,000 - 6,000
€4,700 - 7,000
US$5,000 - 7,400

Provenance
With The Parker Gallery, London.

87
CHARLES BROOKING (LONDON 1723-1759)
A dismasted ship driving ashore in a gale
signed 'C.Brooking' (lower left)
oil on canvas
60 x 82.6cm (23 5/8 x 32 1/2in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
Anon. sale, Christie's London, 24 May 1968, lot 74.
With the Rowley Gallery Ltd, London.
Private collection, UK.

Literature
David Joel, *Charles Brooking*, Woodbridge, 2000. Listed as no. 401D p. 165.

88

JOHN THOMAS SERRES (LONDON 1759-1825)

Barge foaming along just off shore; Barges on a still river in evening light, a pair
the first signed 'JSerres' (lower right); the second signed with initials 'J.T.S' (lower left)
oil on panel
each 14.9 x 17.8cm (5 7/8 x 7in). (2)

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With Abbott and Holder Ltd., London.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

89

THOMAS BUSH HARDY (BRITISH, 1842-1897)

'Entrance to the Hamoaze, Plymouth'
signed and inscribed with title 'T.B.Hardy, Entrance to the Hamoaze/Plymouth' (lower left)
watercolour heightened with white
21.6 x 70.1cm (8 1/2 x 27 5/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With Appleby Bros, London, ref no. M.2676.

89

90

WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)

Fisherfolk on a beach
signed 'W L Wyllie' (lower right)
watercolour
14.6 x 33.6cm (5 3/4 x 13 1/4in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

90

91

WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)

Fishing boats off a beach
signed and dated 'W L Wyllie/1883' (lower right)
watercolour
23.1 x 46.3cm (9 1/8 x 18 1/4in).

£500 - 700
€580 - 820
US$620 - 870

Provenance
Private collection, UK.

91

92

93

92
EDMUND C. COATES (AMERICAN, 1816-1871)
The merchant snow *Elizabeth* of Newcastle in choppy seas passing the Happisburgh lighthouses on the Norfolk coast
signed 'Coates' (lower left)
oil on panel
48 x 71.5cm (18 7/8 x 28 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

93
THOMAS LUCOP (BRITISH, ACTIVE 1867-1907)
A British two decker and a cutter in a breeze
signed 'T. Lucop.' (lower left)
oil on canvas
31 x 46.4cm (12 1/4 x 18 1/4in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Exhibited
London, N.R. Omell, *Marine Exhibition*, 1982, no.26.
Private collection, UK.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

94

ENGLISH SCHOOL, EARLY 19TH CENTURY

A whaling scene believed to depict the *Henrietta* of Whitby in three positions in the Arctic
oil on canvas
64.2 x 76.5cm (25 1/4 x 30 1/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Built in 1764, *Henrietta* was commanded by a Captain Bean in the 1780s. In 1791, William Scoresby Snr the greatest of the Whitby whaling masters took her as his first command, having originally joined her as an ordinary seaman, and later as Chief Harpooner. From 1798 Captain Kearsley was in command until c.1820; another successful master, in ten consecutive years he brought on board the produce of a total of 213 whales. Latterly the vessel was sold to Aberdeen and the aged vessel was finally lost in 1834.

The vessel is shown in three views; in the foreground three whaleboats linked together are towing a dead whale to the *Henrietta* for flensing. On the left, in the mid ground a whale is being harpooned. The polar bears on the ice floe are the typical dog-like creatures seen on whaling canvases of the late 18th-early 19th century.

Another painting of the same subject and similar composition is in the collection of the Whitby Museum (reference no. WHITM:PEF488), listed as 'Whitby Whaling Ship'.

We would like to thank Arthur Credland for his assistance in cataloguing this work.

Property of the Late Lady Virginia Williams

95 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
The Bristol Privateer *Hornet* engaging the rich Spanish ship *Purissima Conception* outward bound from Cadiz, March 1782
signed 'MONTAGUE.DAWSON.' (lower left)
watercolour
52.4 x 74.6cm (20 5/8 x 29 3/8in).

£6,000 - 8,000
€7,000 - 9,300
US$7,400 - 9,900

Provenance
With Daniel Rees, Fine Art Dealer, Michigan, USA.
Anon. Sale, Bonhams, London, 24 March 2010, lot 145.
Lady Virginia Williams, UK, thence by descent to the current owners.

The *Hornet* was built at Bordeaux in about 1777. Designed as a Guineaman [to trade to Guinea, on the coast of West Africa], she was measured at 350 tons and carried a main armament of 22-24pdr. carronades on her main deck with a further 10-12pdr. cannon on her quarter deck. By 1780 – having probably been captured once France had entered the American War of Independence on the side of the rebel colonists – *Hornet* was operating out of Bristol as a privateer. Commanded initially by Captain Bernard McDavitt, he was soon succeeded by Captain Kimber who enjoyed a number of successes with *Hornet*, including assisting at the capture of the Dutch colonies in Surinam in February 1781 and later sharing in the capture of the Dutch brig *Three Friends* with a cargo valued at £16-20,000 in April. Returning to Bristol that July when she was put up for sale, *Hornet's* new owners reappointed Captain Kimber who returned to sea in January 1782. After first capturing a sloop, in March he sighted, chased, engaged and captured an extremely valuable Spanish merchantman, the *Purissima Conception*, just out of Cadiz and on passage to Buenos Aires. Although she too was measured at 350 tons, the Spaniard only mounted 12-6pdrs. and proved no match for *Hornet* after a short but spirited engagement. After escorting his prize back into port at King Road, at the mouth of the Bristol Avon, Kimber took *Hornet* back to sea and had taken two enemy brigantines by the end of the year.

Hornet's career once peace came in 1783 is unknown but she was subsequently wrecked on the Owers [an area of treacherous sands in the English Channel, lying between Portsmouth and Selsey Bill] on 17th October 1794 when on passage from Jamaica to London.

Montague Dawson painted another version of this action, seen from a different perspective (28 x 42ins; 71 x 107cms.) and also a portrait of *Hornet* sailing alone (24 x 36ins; 60 x 90 cms.), the latter being illustrated in Ron Ransom's *The Maritime Paintings of Montague Dawson*,(Newton Abbot, Devon, 1993) p.81.

A contemporary portrait of "The Hornet Tacking" by Nicholas Pocock, which was later engraved, is recorded amongst the artist's "Views of Privateers Sailing out of Bristol [during the] Last War, 1778-81".

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

96 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
'Clearing' - The *Middlesex*
signed 'MONTAGUE.DAWSON' (lower left)
oil on canvas
72 x 106.4cm (28 3/8 x 41 7/8in).

£60,000 - 80,000
€70,000 - 93,000
US$74,000 - 99,000

Provenance
With Frost & Reed Ltd., no. 30225 (purchased on 20 September 1961) titled as '"Clearing" - The Middlesex'.
Anon. Sale, Bonhams, London, 8 October 2014, lot 119.
With MacConnal-Mason & Son Ltd., London.
Lady Virginia Williams, UK, thence by descent to current owners.

97 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
'The White Ship' - The *Abner Coburn*
signed 'MONTAGUE.DAWSON.' (lower left), inscribed ''The White Ship' The ABNER COBURN.' (on top stretcher)
oil on canvas
60.7 x 51.1cm (23 7/8 x 20 1/8in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Anon. Sale, Sotheby's, London, 25 September 2001, lot 120.
Lady Virginia Williams, UK, thence by descent to the current owners.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

98 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
'Hurrying Seas'
signed 'MONTAGUE.DAWSON' (lower left), titled (on lower stretcher)
oil on canvas
61.2 x 92.4cm (24 1/8 x 36 3/8in).

£25,000 - 35,000
€29,000 - 41,000
US$31,000 - 43,000

Provenance
With MacConnnal Mason & Son. Ltd., London, no. W10572.
Anon. Sale, Leslie Hindman Inc., Chicago, 24 September 2012, lot 169.
Lady Virginia Williams, UK, thence by descent to the current owners.

99

99 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
The fishing boat *Our Margaret* in full sail
signed 'MONTAGUE.DAWSON' (lower left)
oil on canvas
61.3 x 91.8cm (24 1/8 x 36 1/8in).

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Provenance
Lady Virginia Williams, UK, thence by descent to the current owners.

100 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)
Rolling along
signed 'MONTAGUE.DAWSON' (lower left)
oil on canvas
71.7 x 106.7cm (28 1/4 x 42in).

£5,000 - 8,000
€5,800 - 9,300
US$6,200 - 9,900

Provenance
Lady Virginia Williams, UK, thence by descent to the current owners.

OTHER PROPERTIES

101 AR

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)
'The U.S. Clipper Ship, The *Dreadnought*'
signed 'John Bentham-Dinsdale' (lower left); further signed and extensively inscribed (verso)
oil on canvas
101 x 127.6cm (39 3/4 x 50 1/4in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

The inscription on the reverse reads: 'The U.S. Clipper Ship/ Dreadnought/known as the "wild boat" of the Atlantic this famous U.S. Clipper Ship enjoyed an almost notorious reputation for sailing through the foulest weather when most others lay lowe until the weather subsided./There's a saucy wild packet a/packet of fame./ She belongs to New York and/Dreadnought her name,/She is bound to the Westward where/the stray winds do blow,/Bound away in the Dreadnought to the/Westward we'll go./ John Bentham-Dinsdale'

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

100

101

102

JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)

The newly commissioned Newcastle barques *Favourite* and *Majestic* passing in the approaches to South Shields, with the ruins of Tynemouth Priory atop the cliff beyond
signed and dated 'J W Carmichael/1842' (lower left)
oil on canvas
107 x 153cm (42 1/8 x 60 1/4in).
Together with a preparatory sketch, signed and dated 'JW Carmichael/1842 and inscribed 'Sketch for a picture to be painted for John Mountain Esq' (lower left).
(2)

£20,000 - 30,000
€23,000 - 35,000
US$25,000 - 37,000

Both the *Favourite* and the *Majestic* were relative newcomers to the extensive Tynemouth trade when this work was executed in 1842. The *Favourite*, a wooden barque of 470 tons, was bult at Pictou, Nova Scotia, to the order of Bilton & Co. of Newcastle in 1840 and initially traded out of Tyne to Madras and later Bombay under her first master Captain Scaddan. The *Majestic*, another wooden barque of 365 tons, was built at Sunderland to the order of J & J Wait of Newcastle in 1841 and traded out of the Tyne to Calcutta under her first master Captain Brodie.

Although the individual who commissioned this work and whose name is inscribed on the preparatory sketch has not so far been identified, it is probable that he had a connection to both vessels, perhaps as a wealthy merchant involved with the India Trade.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

103
JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)
A busy river scene
signed 'J.W.Carmichael/1849' (lower right)
oil on canvas
50.8 x 40.7cm (20 x 16in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

104

105

104 *
RICHARD BRYDGES BEECHEY (BRITISH, 1808-1895)
The Freshwater Bay Arch and Stag Rocks, Isle of Wight
signed and dated 'Beechey/1893' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Anon. sale, Philips, London, 25 September 1978, lot 34.

105
ARTHUR WELLINGTON FOWLES (BRITISH, 1815-1883)
The rescue
signed and dated 'A.W. Fowles/1863' (lower left)
oil on canvas
40.4 x 61cm (15 7/8 x 24in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

106

107

106
THOMAS LUNY (BRITISH, 1759-1837)
Smugglers on the Devonshire coast
indistinctly signed and dated '..1827' (lower left); bears inscription 'Smugglers on Devonshire Coast/Same artist' (verso)
oil on panel
29.9 x 40.6cm (11 3/4 x 16in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
With J. Leger & Son, London, 1963.

107 *
THOMAS LUNY (BRITISH, 1759-1837)
Coming ashore
signed 'Luny' and indistinctly dated (lower left)
oil on panel
22.5 x 30.5cm (8 7/8 x 12in).

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

Provenance
Anon. sale, Christies, New York, 31 July 2001, lot 138.
Anon. sale, Taurus Auctions, New Jersey, 29 April 2020, lot 132.
Private collection, US (purchased from the above).

108

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

'The Old Warship', HMS *Ganges*
signed with initials and dated 'C.N.H. 1891' (lower left); inscribed with title 'The Old War Ship' together with the artist's name and address in Falmouth (on old label attached to backing board)
watercolour and bodycolour
41.9 x 53.7cm (16 1/2 x 21 1/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
With Woolley & Wallis, Salisbury, 15 May 2017, lot 285.
Private collection, UK (purchased from the above).

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

109

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

Unloading the catch off Falmouth docks with St Mawes Castle in the distance
signed and dated 'C. Napier Hemy. 1890' (lower left)
oil on canvas
91.8 x 122.5cm (36 1/8 x 48 1/4in).

£30,000 - 40,000
€35,000 - 47,000
US$37,000 - 50,000

Exhibited

London, New Gallery, *Summer Exhibition*, 1890, no. 112, as 'A Poor Catch'.
Newcastle upon Tyne, The Laing Gallery, *Charles Napier Hemy R.A. 1841-1917*, 11 August - 30 September 1984, no. 36, as 'A Poor Catch'.
Plymouth, City Art Gallery, *Charles Napier Hemy R.A. 1841-1917*, 20 October - 24 November 1984, no. 36, as 'A Poor Catch'.

Literature

An Illustrated Catalogue of the Summer Exhibition, London, New Gallery, 1890, illustrated on p. 47.
Charles Napier Hemy R.A. 1841-1917: An Exhibition Held at the Laing Art Gallery, Newcastle Upon Tyne from 11th Aug to 30th Sept 1984 and City Art Gallery, Plymouth - 20th Oct to 24th Nov 1984, Newcastle upon Tyne, 1984, illustrated in black and white on p. 42.

110

111

112

110
TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)
A grey morning, Audierne, Brittany
signed 'Terrick Williams.' (lower right)
watercolour heightened with white
32.7 x 46.6cm (12 7/8 x 18 3/8in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
With Waterhouse & Dodd Ltd., London, (titled as 'A Grey Morning, Audierne, Brittany, 1912').
With Somerset Fine Art, Shepton Mallet (purchased from the above on 8 July 2005).
Private collection, UK.

111
TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)
Sailing boats in a calm
signed 'Terrick Williams.' (lower right);
inscribed 'by Terrick Williams/Art Club Studios/Blackheath/London S.E./1900' (verso)
oil on canvas
30.5 x 45.4cm (12 x 17 7/8in).

£1,200 - 1,800
€1,400 - 2,100
US$1,500 - 2,200

Provenance
Anon. Sale, Keys Fine Art Auctioneers, Aylsham, 11 July 2008, lot 122.
With Somerset Fine Art, Shepton Mallet (purchased from the above).
Private collection, UK.

112
TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)
Return of the fishing boats
signed 'Terrick Williams' (lower right)
oil on canvas
51.4 x 76.5cm (20 1/4 x 30 1/8in).

£2,500 - 3,500
€2,900 - 4,100
US$3,100 - 4,300

Provenance
Anon. Sale, South Bay Auctions Inc., Long Island, 20 October 2008, lot 172.
With Somerset Fine Art, Shepton Mallet (purchased from the above).
Private collection, UK.

113

114

115

113
GEORGE STAINTON (BRITISH, ACTIVE 1866-1890)
'Hay Barge off Erith'
indistinctly signed 'G. STAINTON' (lower right); inscribed 'HAY BARGE OFF ERITH/G STAINTON/WALNUT TERRACE/KYRWICKS LANE' (verso)
oil on canvas
61.3 x 91.2cm (24 1/8 x 35 7/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

114
ENGLISH SCHOOL, 19TH CENTURY
A risky manoeuvre - fishermen attempting to bring the catch ashore in heavy seas
oil on canvas
51.4 x 76.2cm (20 1/4 x 30in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

Provenance
With Chichester Art, St Pancras.
Private collection, UK (purchased from the above in 1996).

115
ARTHUR WELLINGTON FOWLES (BRITISH, 1815-1883)
A two-masted schooner yacht running into port ahead of the gale
signed and dated 'A.W. Fowles/1859' (lower left)
oil on panel
23.1 x 39.3cm (9 1/8 x 15 1/2in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

116
FOLLOWER OF JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)
Tenby Bay
bears an indistinct signature and date 'JWCarmichael/1860' (lower right), bears inscription 'Tenby Bay J.W. Carmichael 1860' (on stretcher)
oil on canvas
61.2 x 91.5cm (24 1/8 x 36in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

117
FREDERICK CALVERT (BRITISH, C.1785 - 1844)
Fishing boats off Dartmouth Castle
bears indistinct signature (lower left)
oil on canvas
25.4 x 35.9cm (10 x 14 1/8in).
unframed

£600 - 800
€700 - 930
US$750 - 990

118
WILLIAM CALLCOTT KNELL (BRITISH, 1830-1876)
Fishing vessels on a choppy sea
signed 'W.C. Knell' (lower left)
oil on canvas
20.3 x 25.4cm (8 x 10in).

£500 - 800
€580 - 930
US$620 - 990

116

117

118

119

119
EDWIN HAYES (IRISH,1820-1904)
Shipping off a lighthouse
indistinctly signed and dated 'E Hayes 73(?)' (lower left)
oil on canvas
91.5 x 152.4cm (36 x 60in).

£6,000 - 8,000
€7,000 - 9,300
US$7,400 - 9,900

120
JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)
Sailing vessels on a collision course off Dover
signed 'J.W. Carmichael' (lower left)
oil on canvas
43.5 x 61cm (17 1/8 x 24in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

Provenance
Anon. sale, Sotheby's, London, 1974.
Private collection, UK (purchased from the above).

121
HENRY THOMAS DAWSON (BRITISH, 1841-CIRCA 1896)
'Boating into Plymouth Squall Coming On' signed and dated 'HTD Jun. 1870' (lower right); signed and inscribed 'H T Dawson Jnr 3. Boating into Plymouth. Squall Coming On' (on canvas overleaf)
oil on canvas
30.8 x 46cm (12 1/8 x 18 1/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

120

121

122

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

'Counting the Catch!'
signed with initials and dated 'C.N.H./1902' (lower right); inscribed 'Counting The Catch!/C. Napier Hemy/Falmouth./1902' (verso)
oil on canvas
81.9 x 121.9cm (32 1/4 x 48in).

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 19,000

Provenance
Anon. sale, Phillips, London, 25 April 1995, lot 152.
Anon. sale, W.H. Lane & Sons, Penzance, 3 December 2015, lot 70.
Private collection, UK (purchased from the above).

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

123

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

The shrimper's return
signed with initials and dated 'C.N.H. 1901' (lower left)
oil on canvas
61.3 x 91.5cm (24 1/8 x 36in).

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 19,000

Provenance

Anon. sale, Sotheby Parke Bernet, New York, 2 April 1976, lot 192.
Anon. sale, William Doyle, New York, 7 November 2018, lot 4.
Anon. sale, Lawrences, Somerset, 5 July 2019, lot 1544 as 'The return of the fishermen'.
Private collection, UK (purchased from the above).

124

124
CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
'The Old Fisher Boat, Salmon Station on the Tyne'
signed with monogram and dated '1863' (lower right); inscribed 'The Old Fisher Boat, Salmon Station on the Tyne'/C Napier Hemy 1863/Gateshead' (verso)
oil on canvas
28.3 x 49.2cm (11 1/8 x 19 3/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
Anon. sale, Bonhams, London, 7 October 2015, lot 24.
Private collection, UK (purchased from the above).

125

125
CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
Figures by a water mill
signed with initials and dated 'C.N.H./1890' (lower right)
gouache
33.7 x 46.1cm (13 1/4 x 18 1/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With Dickins Auctioneers, Buckingham, 12 September 2015, lot 154.
Private collection, UK (purchased from the above).

126

126
CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
Studies of boats and a shoreline
signed with monogram and dated 'June 1858' (lower right)
watercolour and pencil
35 x 54cm (13 3/4 x 21 1/4in).

£500 - 700
€580 - 820
US$620 - 870

Provenance
Anon. sale, David Lay Auctions, Penzance, 31 July 2014, lot 480, titled 'Boat Sketch'.
Private collection, UK (purchased from the above).

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

127
CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)
'A Sea Bird'
signed with initials and dated 'C.N.H.1913' (lower right)
watercolour and bodycolour
42.3 x 67.3cm (16 5/8 x 26 1/2in).

£10,000 - 15,000
€12,000 - 17,000
US$12,000 - 19,000

Provenance
With Frost & Reed Ltd., London, no. 6222, as 'The Sea Bird'.
With Robert Perera Fine Art Ltd., Hampshire.
Private collection, UK (purchased from the above on 13 September 2014).

Exhibited
London, The Royal Academy, 1916, no. 1006, as 'A Sea Bird'.

128

129

128
ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)
Fishing boats off the ruins of Sandesfoot Castle, Weymouth
signed and dated 'Arthur Meadows/1884' (lower left)
oil on canvas
61.6 x 106.7cm (24 1/4 x 42in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
With Oscar and Peter Johnson Limited.

Exhibited
London, Lowndes Lodge Gallery, *Henry & E.K. Redmore*, March 1971, No.35.

129 *
FREDERICK CALVERT (BRITISH, C.1785-1844)
Shipping off the coast
bears inscription 'F. CALVERT' (on canvas stretcher)
oil on canvas
22.5 x 30.1cm (8 7/8 x 11 7/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With John Nevill, Canterbury.
Private collection, UK, thence by descent to current owner.
Private collection, Netherlands.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

130

130
HENRY REDMORE (BRITISH, 1820-1887)
Fishing vessels off the coast
signed and dated 'HRedmore/1864' (lower left)
oil on canvas
30.5 x 50.8cm (12 x 20in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
With Richard Green Fine Paintings, London, no. J.670.
Private collection, UK (purchased from the above on 31 January 1972).

131
FREDERICK CALVERT (BRITISH, C.1785 - 1844)
Shipping off a busy waterfront, probably London, a pair
one signed 'F Calvert' (lower left)
oil on canvas
one 24.1 x 34.3cm (9 1/2 x 13 1/2in); the other 25.4 x 35.5cm (10 x 14in)
(2)

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

Provenance
With the Boydell Galleries, Liverpool.
Wallasey Golf Club Ltd., UK.

131

131

132

133

134

132 *

EDUARDO FEDERICO DE MARTINO (ITALIAN, 1838-1912)

Shipping in Lyttelton Harbour, New Zealand indistinctly inscribed 'Litelton N. Zealand' (lower left)
oil on panel
32.4 x 47.6cm (12 3/4 x 18 3/4in).

£2,000 - 3,000
€2,300 - 3,500
US$2,500 - 3,700

133

HENRY MOORE, RA (BRITISH, 1831-1896)

A calm sea
oil on canvas
121.9 x 182.9cm (48 x 72in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

134

HENRY MOORE, RA (BRITISH, 1831-1896)

A dismantled wreck in a stormy sea
signed and dated 'H. Moore 1881' (lower left)
oil on canvas
31.1 x 55cm (12 1/4 x 21 5/8in).

£600 - 800
€700 - 930
US$750 - 990

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

135 *

WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)

Boats on the river near Dordrecht
signed and dated 'W L Wyllie/1882' (lower right); bears inscription 'No.1 W.L. Wyllie/70 Carlton Hill/St Johns Wood/to S.B.A' (on canvas verso)
oil on canvas
48 x 83.5cm (18 7/8 x 32 7/8in).

£5,000 - 7,000
€5,800 - 8,200
US$6,200 - 8,700

Provenance

With David Messum Fine Art, London.
Private collection, UK (purchased from the above on 23 July 1975), thence by descent to current owner.
Private collection, Netherlands.

Exhibited

Dordrechts Museum, Dordrecht *Dromen van Dordrecht, Buitenlandse kunstenaars schilderen Dordrecht tussen 1850-1920*, 3 April - 21 August 2005 as 'Op de Dorcht'.

136

137

136
WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)
"Britannia Rules the Waves", a newly-launched battleship at Portsmouth, with HMS *Victory* in the harbour beyond
signed 'W L Wyllie' (lower right)
oil on board
29.5 x 50.5cm (11 5/8 x 19 7/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

137 AR
FRANK WATSON WOOD (BRITISH, 1862-1953)
H.M.S. *Revenge* at Scapa Flow, December 1918
signed and dated 'FRANK WOOD 1919' (lower right); inscribed '"SCAPA FLOW" DECR 1918 . 8.30. A.M.' (lower left)
watercolour heightened with white
26 x 72.1cm (10 1/4 x 28 3/8in).

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
Private collection, UK.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

138

WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)

HMS *Shannon* and the Second Battle Squadron
signed and dated ' W L Wyllie/1911' (lower right); inscribed 'No2/W L Wyllie/Hoo Lodge/Rochester' (verso)
oil on canvas
68.6 x 109.2cm (27 x 43in).

£6,000 - 8,000
€7,000 - 9,300
US$7,400 - 9,900

Provenance
Anon. sale, Christie's, London, 22 November 1991, lot 54.
Private collection, UK (purchased from the above).

HMS *Shannon* was a *Minotaur* class armoured cruiser launched in 1906 and completed in 1908. First attached to the 5th Cruiser Squadron of the Home Fleet, she then served with the 2nd Cruiser Squadron from 1909 until 1912 and again from 1913-14. During World War 1 her service with the Grand Fleet included the action at Jutland, for which she received a Battle Honour, and at Murmansk in November 1916. When this picture was painted in 1911, the second Battle Squadron consisted of HMS *Shannon*, together with four other armoured cruisers *Achilles*, *Cochrane*, *Natal* and *Warrior* all of which were of the *Warrior* class completed in 1906-1907.

139 * AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'The Eddystone light a beam. The tea-clipper *Lahloo* coming up Channel. 9th October 1869'
signed and dated 'Derek A.M/GARDNER/1994' (lower left); titled (on canvas overleaf)
oil on canvas
81.3 x 121.9cm (32 x 48in).

£6,000 - 8,000
€7,000 - 9,300
US$7,400 - 9,900

Provenance
With Polak Fine Art Dealers, London, ref no. DG 301.
Private collection, UK (purchased from the above in February 1996), and thence by descent to the current owner.

A note from the artist reads as follows:

'The tea-clipper *Lahloo* was built by Robert Steele &Co. and sent afloat from their yard on the Clyde at Greenock in 1867. This firm, which began in the 1970s as a builder of fishing boats, was established by the mid years of the nineteenth century as one of the leading shipbuilders in the Kingdom. Among the graceful tea-clippers built by Steele were *Kate Carnie* (1855), *Falcon* (1859), *Serica* (1863), *Ariel* (1865), *Sir Lancelot* (1865), *Titania* (1866) and then in 1867 he launched the *Lahloo* for Alexander Rodger of Glasgow who owned the famous *Taeping* which Steele had built in 1863.

The ship was of composite construction and like many of the tea ships heavily sparred and of superb workmanship throughout. She came out with the deep topsails but it appears these were soon replaced by doubles and this is how I have shown her when coming up Channel in 1869 off the Eddystone, then 100 days out from Foochow bound for London.

As with many of the hard-driven ships of that day the *Lahloo*'s life was a short one. She was wrecked in the eastern seas on one of the Sunda Islands when on her way from Shanghai with tea in 1872.'

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

140

141

140
JAMES BRERETON (BRITISH, BORN 1954)
'The *Fychow*'
signed 'James Brereton' (lower right); signed and inscribed 'THE 'FYCHOW'- by James Brereton' (on canvas overleaf)
oil on canvas
101.9 x 126.7cm (40 1/8 x 49 7/8in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

141
JAMES BRERETON (BRITISH, BORN 1954)
'Braving the Seas, the *Staghound*'
signed 'James Brereton' (lower right); signed and inscribed 'BRAVING THE SEAS- THE 'STAGHOUND' by James Brereton' (on stretcher)
oil on canvas
102.3 x 127cm (40 1/4 x 50in).

£3,000 - 5,000
€3,500 - 5,800
US$3,700 - 6,200

142

143

144

142 AR
ROY CROSS (BRITISH, BORN 1924)
'Yacht *America* - c.1856'
signed and dated 'ROY CROSS-/© 2011' (lower right); inscribed 'AMERICA 2/ AMERICA' (on canvas edge)
acrylic on canvas
60 x 76.5cm (24 x 30 1/8in).
unframed

£1,500 - 2,000
€1,700 - 2,300
US$1,900 - 2,500

Provenance
The artist and thence by descent to the present owner.

There is a note on the artist label attached to the reverse that reads: 'Yacht *America* in company with the equally illustrious American Red Cross Line packet *Dreadnought* in the mid 18-50s. *America* had made its name in August 1851 winning the Royal Yacht Squadron's 53-mile regatta around the Isle of Wight. Passing through several hands following the race win, she served the Confederate Navy as a blockade runner and after capture, the Union Navy, to be raced again in 1870 in the famous 'America's Cup', so named in honour of her 1851 triumph. In that race she came a creditable fourth in the teeth of much newer competition. For the remainder of the 19th century she was maintained in seaworthy condition and even on occasions raced, but in later life allowed to decay despite the intention to preserve her. She bore a U.S. Navy commission again after World War I on her donation to the U.S, Naval Academy in Annapolis for eventual restoration but sadly scrapped in 1945, being considered by that time beyond repair.'

143 AR
HENRY SCOTT (BRITISH, 1911-2005)
'Wind and Sun - 6 Meters in the Solent'
signed 'HENRY Scott' (lower left), titled (on stretcher verso)
oil on canvas
51.1 x 76.5cm (20 1/8 x 30 1/8in).

£1,000 - 1,500
€1,200 - 1,700
US$1,200 - 1,900

144 AR
MICHAEL VAUGHAN (BRITISH, 1938-2003)
Houdini at Cowes Week
signed 'Michael Vaughan' (lower right)
oil on canvas laid to board
55.3 x 92.4cm (21 3/4 x 36 3/8in).

£800 - 1,200
€930 - 1,400
US$990 - 1,500

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as *"Bidders"* or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue.* Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.
IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots, Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder. Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders.* When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot. Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue.*
Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement,* which you will find at Appendix 2 at the back of the *Catalogue,* and this will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.
Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description* of a *Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*' opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any *VAT* or *Buyer's Premium* payable **or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below.** Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams'* reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot,* which is available for your own inspection or for inspection by an expert instructed by you.

The *Seller's* responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

***Bonhams'* responsibility to you**

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).
Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.
You should not suppose that such examinations, investigations or tests have occurred.
Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement.*

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*' discretion from time to time by notice given orally or in writing before or during a *Sale*.
THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales,* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale.* At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.
If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.
We *reserve* the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale.* The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale***.** At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a Sale, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.
Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (ii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/$10,000/HKD50,000/AUS$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.
Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.
We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement,* set out at Appendix 2 at the back of the *Catalogue.*

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.
Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or *vice versa*.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder* including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

Hammer Price	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of *VAT* at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.
The following symbols, shown beside the Lot number, are used to denote that *VAT* is due on the *Hammer Price* and *Buyer's Premium*:

† *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
* *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
• Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
α *Buyers* from within the UK: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the UK: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise *Bonhams* immediately.

In all other instances no *VAT* will be charged on the *Hammer Price*, but *VAT* at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a *VAT* inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus *VAT* and any other charges and *Expenses* to us)in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.
We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the *Catalogue.* Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact
Alban Shipping on +44 (0) 1582 493 099
enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:
https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply or may be requested from:
Enquiries: wildlife.licensing@apha.gov.uk
Applications: CITESapplication@apha.gov.uk
Address: UK CITES Management Authority
Centre for International Trade
Horizon House, Deanery Road, Bristol BS1 5AH
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale.* Neither we nor the *Seller* will be liable for any loss of *Business,* profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist

Stamp or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer's Premium.*

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ◦ of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1´ and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5´ and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58´ and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams*' opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams*' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale:*

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to *VAT* may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale.

TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

Δ Wines lying in Bond.

AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

Φ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. Bonhams is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, ∗, G, Ω, α see clause 8, *VAT*, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or on Bonhams' website, and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot,* it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue,* the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot;*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the Bonhams website, the *Lot* corresponds with *the Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue.*

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot,* or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.

5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.

7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

9.3.2 the *Seller* will not be liable for any loss of *Business, Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale.*

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website,* or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or E*stimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders,* on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to* Bidders (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3,

and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection** of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale.*

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer*'s *Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer*'s *Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer*'s *Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business, Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non- conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' officers, employees and agents.

12.7 The headings used in this agreement are for convenience only

and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by *the Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any *VAT*) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.

"Conditions of Sale" the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lot*s to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot.* A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage,
restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot.*

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement.*

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses.*

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams.*

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission,* any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "*Seller*" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue.*

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder,* indicated by the fall of the hammer at the *Sale.*

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
   (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
   (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
   (a) the seller;
   (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
   (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: The Marine Sale	Sale date: 18 October 2023
Sale no. 28546	Sale venue: Knightsbridge

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments:

£10 - 200 .....by 10s
£200 - 500 .....by 20 / 50 / 80s
£500 - 1,000 .....by 50s
£1,000 - 2,000 .....by 100s
£2,000 - 5,000 .....by 200 / 500 / 800s
£5,000 - 10,000 .....by 500s
£10,000 - 20,000 .....by 1,000s
£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£50,000 - 100,000 .....by 5,000s
£100,000 - 200,000 .....by 10,000s
above £200,000 .....at the auctioneer's discretion

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes ☐ No ☐

If registered for VAT in the EU please enter your registration here: ☐☐ / ☐☐☐ - ☐☐☐☐ - ☐☐

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid *

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond ☐		Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com

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AUCTIONEERS SINCE 1793